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1-1-1971

## Great Atlantic and Pacific Tea Company, Incorporated and Butchers, Food Handlers and Allied Workers Union, AFL-CIO, Local 174 (1971)

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## Great Atlantic and Pacific Tea Company, Incorporated and Butchers, Food Handlers and Allied Workers Union, AFL-CIO, Local 174 (1971)

### Location

Bronx, NY

### Effective Date

1-1-1971

### Expiration Date

8-10-1974

### Employer

Great Atlantic and Pacific Tea Company, Incorporated

### Union

Butchers, Food Handlers and Allied Workers Union

### Union Local

174

### NAICS

44

### Sector

P

### Item ID

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Butchers, Food Handlers  
and Allied Workers Union  
of Greater New York  
and New Jersey  
Local 174

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A & P TEA CO.

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WORKING AGREEMENT

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- 
1. Read this contract carefully.
  2. Discuss grievances with your Shop Steward immediately.
  3. Make it a habit to read all notices from the Union which are posted on the Bulletin Board.
  4. Attend your Union meetings regularly and insist that your Shop Stewards attend meetings required of them.
  5. Your Union Office is open Monday - Friday, 9:00 A.M. - 5:00 P.M. Tel. 533-8800.

MICHAEL DOLAN, President

ALBERT DE PROSPO,  
Secretary-Treasurer

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AGREEMENT made as of the 8th day of August, 1971 by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED (hereinafter referred to as the Employer), and BUTCHERS, FOOD HANDLERS AND ALLIED WORKERS UNION OF GREATER NEW YORK AND NEW JERSEY, LOCAL 174, affiliated with the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N. A., AFL-CIO (hereinafter collectively referred to as the Union).

## **ARTICLE I**

### **Recognition**

The Employer recognizes the Union as the exclusive bargaining representative for Store Meat Department employees, including First Meat Men and part-time employees, all Store Grocery Department employees including part-time employees except Store Managers, Assistant Managers, Guards, Watchmen, and all executives and supervisory employees of stores which are located in the Counties of Bronx, New York serviced by the Employer's Bronx Unit.

## **ARTICLE II**

### **Job Classification**

(a) **First Meat Man.** A skilled journeyman who is qualified to direct the operation of a fresh meat department, prepare orders for the products sold in that department, supervise the employees in the Fresh Meat Department and assume direct responsibility for the efficient operation of the department.

(b) **Journeyman.** A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent

ability by practical experience and is capable of cutting and preparing meat in forms acceptable to the Retail Trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the Meat and Fish Department.

(c) **Apprentice.** Individual employed for the purpose of learning all the details, and developing manual skill for performing, after a stated number of years training, all the duties of Journeyman as commonly accepted in the trade.

(d) **Part-Time Journeyman.** A Journeyman is considered a part-time employee covered by this Agreement if his regularly scheduled work week is less than forty (40) hours per week excluding overtime.

(e) **Special Clerks.** All employees, except First Meat Men, Journeymen and Apprentices in the Meat Department.

### ARTICLE III

#### Union Shop Clause

All employees covered by this Agreement shall, as a condition of employment, become members of the Union on the thirtieth day following the beginning of such employment or the execution date of this Agreement, whichever is the later, and shall thereafter maintain their membership in the Union in good standing.

Any employee because of non-payment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after noti-



fication in writing to the Employer by the Union, provided, however, that the employee may have a reasonable time within which to make such payments of initiation fees or dues, the failure of payment of which has caused the expulsion or suspension.

## ARTICLE IV

### Check-Off

The Employer agrees that it will deduct regular initiation fees and periodic Union dues from the pay of each employee, who, in writing in accordance with law, voluntarily authorizes the Employer to do so. Such initiation fee deductions shall be made over a period of ten (10) weeks and such dues deductions shall be made on either a weekly or monthly basis, and the total amount so deducted shall be paid over to the Secretary-Treasurer of the employee's respective local union.

## ARTICLE V

### Management Clause

(a) The Employer reserves the right to the operation of its business and the direction of its working forces, including but not limited to, the establishment of the opening and closing time of stores, the assignment of employees' starting and stopping hours, the right to interchange employees' starting and stopping hours, the right to interchange employees, except to journeyman butchers' jobs between any store departments, the right to hire, transfer, suspend, lay off, recall, promote, demote, discharge for just cause, or assign employees to relieve employees from duty because of lack of work and to transfer employees from one store location to another, subject however, to the provisions of this Agreement.

(b) The Employer reserves the right to des-

ignate which stores shall have First Meat Men, except that a First Meat Man shall be assigned to each store which operates a fresh meat department.

(c) Present practices of employees of vendors (or replacements) with respect to handling and/or marking merchandise in the stores shall continue and shall not be extended. The parties shall agree upon a written list of vendors (or replacements) and such practices of their employees in the store.

## ARTICLE VI

### Hours

A 221-577  
(a) A week's work for all full-time employees shall consist of forty (40) hours per week, divided into eight (8) hours per day extending over a period of five (5) days. A 47/40 A 73/5

(b) Each employee shall be entitled to a lunch period of a maximum of sixty (60) minutes each day, and if he works beyond the normal supper hours, to a supper period, which periods shall not be computed in such hours worked by each employee.

(c) Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time. 97/20

(d) Full-time and part-time employees working in excess of eight (8) hours per day shall be paid overtime on the basis of time and one-half (1½) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both. A 47/40 A 20/150

(e) All stores shall be open at 9:00 A.M. Monday through Friday provided, however, that there is no direct chain store or super-market competition open before 9:00 A.M. in the immediate vicinity.

(f) Full-time employees shall not be subject to split shifts. Full-time employees shall not be subject to staggered shifts, that is the scheduled shift for a full-time employee shall not be changed during his workweek, nor shall his scheduled starting time be changed during his workweek.

(g) The basic shifts shall be from 8:00 A.M. to 5:00 P.M., or 9:00 A.M. to 6:00 P.M. However, the Company shall have the option of continuing the present shifts and shift practices without change.

(h) Full-time employees whose shift starts before 7:00 A.M. shall be paid a premium of One Dollar (\$1.00) per shift. ??

(i) Part-time employees having worked five (5) continuous hours shall receive a lunch period or supper period, which shall not be computed as time worked.

(j) Night crews shall not be required to perform work during their meal period. Night crews shall be scheduled to work five (5) consecutive nights except on those workweeks in which a holiday falls. The Employer shall have the option of establishing the workweek schedules of employees of the night crews, starting Monday at 12:01 A.M. or Tuesday at 12:01 A.M. Night crews shifts shall not begin later than 12:01 A.M. The Company shall assign two (2) or more employees to the night shift.

(k) Employees who are required to work in stores that are not open for business on Sunday shall be paid on the basis of time and one-half (1½) their hourly rate of pay. B19  
150

(l) The schedule of hours for full and part-time employees shall be posted in ink not later than Saturday morning for the following week's work and shall not be subject to change.

(m) The letter dated August 8, 1971 (Ap-

pendix A hereto) to the Union from the Employer, providing for overtime shall remain in effect for the duration of this contract and shall also apply to First Meat Men, except that (1) the Employer shall not be required to provide such two and one-half hours of overtime in one shift, and (2) the Employer shall post the schedules of such overtime prior to the beginning of the week.

## ARTICLE VII

### Wages

(a) The weekly scale of wages, general increases, classification rates, progressions, hiring rates and premiums shall not be as set forth in Schedule "A" attached hereto and made a part of this Agreement.

(b) A part-time employee is anyone working less than forty (40) hours per week.

EW/00  
(c) Part-time employees who desire to work twenty (20) hours a week or more shall be guaranteed twenty (20) hours work as scheduled by the Company.

(d) The rates of pay presently paid to employees shall not be reduced during the period of this Agreement, unless an employee is reduced to a lower classification in lieu of a lay-off or discharge.

(e) All call-in pay shall be computed at the employee's hourly rate.

## ARTICLE VIII

### Holidays

(a) The following legal holidays shall be observed by the Employer:

New Year's Day ✓	Thanksgiving Day ✓
Washington's Birthday ✓	Christmas Day ✓
Memorial Day ✓	Lincoln's Birthday ✓ <i>B 56</i>
July 4th ✓	(1/2 day) ✓ <i>11</i>
Election Day (1/2 day);	Employee's Birthday
full day for	Employee's Personal
Presidential elections ✓	Day, effective 1972
Labor Day ✓	

When Christmas Eve falls on a working day, fifty (50) per cent of the regular full-time employees shall be excused from work at 5:00 P.M. on Christmas Eve and the other fifty (50) per cent excused at 5:00 P.M. on New Year's Eve, without loss of pay. Fifty (50) per cent of the regular full-time employees working on any shift which finishes work other than 6:00 P.M. on Christmas Eve shall be excused from work one (1) hour prior to the end of their shift and the other fifty (50) per cent excused one (1) hour prior to the end of their shift on New Year's Eve, without loss of pay.

(b) If there is no work to be performed on the above named holidays, then such regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused. Work performed on a holiday shall be paid for at twice the regular hourly rate of pay, in addition to the holiday pay. *359*

(c) If an employee's birthday falls on Sunday or his day off or one of the above stated holidays, his day off for his birthday shall be the following day. *300*

(d) The Personal Holiday is contingent on the employee giving the management a ten (10) day prior notice and to be mutually agreed to by both parties.

(e) Any time worked except on holiday by any full-time employee, in excess of thirty-two (32) hours per week during a week in which a full holiday falls, or in excess of thirty-six (36) hours per week during a week in which a half holiday falls, shall be paid for at time and one-half ( $1\frac{1}{2}$ ) the regular hourly rate of pay. Overtime shall be worked as required by the Employer.

(f) The Employer shall notify the Union fifteen (15) calendar days prior to each holiday observed by the Employer under this Agreement whether it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention. Premium pay and overtime pay shall not be pyramided.

(g) If the Company decides to remain open on any holiday, the ratio of part-time employees to full-time employees shall be the same as the ratio that existed on the same day of the prior week in the same store.

(h) Employees who are discharged for cause or voluntarily terminate their employment shall not be entitled to the holiday pay.

(i) If a recognized holiday falls on a regular work day during an employee's vacation period he shall be paid a sum equal to daily straight time pay for such holiday in addition to his vacation pay, or may be given an additional day off with pay, at the discretion of the Company.

(j) Night crews shall not be required to work the night before Christmas and New Year holidays.

(k) All part-time employees in the employ of the Company ninety (90) days or more shall receive the same legal holidays enjoyed by

full-time employees provided they worked their regularly scheduled hours in the other days in the holiday week or their absence is excused. Part-time employees' pay for said holidays shall be computed on the basis of the average hours worked over a period of five (5) weeks preceding the holiday. Holiday pay shall be pro-rated and shall be paid on the basis of the average hours worked in relation to a forty (40) hour workweek.

## ARTICLE IX

### Vacations

(a) Each full-time employee in the employ of the Employer for a period of six (6) months of continuous full-time service shall receive one (1) week's vacation with pay.

(b) Full-time employees in the employ of the Employer for twelve (12) months of continuous full-time service shall receive two (2) weeks vacation with pay.

(c) Full-time employees with eight (8) years of continuous full-time service or more, shall receive three (3) weeks vacation with pay.

(d) Full-time employees with fifteen (15) years of continuous full-time service or more, shall receive four (4) weeks vacation with pay commencing 1972.

(e) Each employee shall receive and the Employer shall schedule the employee's full vacation allowance during the calendar year. Should the Employer fail to schedule an employee's full vacation during the year in which it has been earned, then the employee shall receive such portion of his vacation which has not been granted during the following year as well as any vacation earned during the following year.

(f) Vacation pay shall be computed on the basis of the employee's regular straight time weekly earnings including regular shift premiums, if any.

(g) Length of service for vacation shall be computed as the time served continuously by the employee with the Employer in a capacity other than part-time.

(h) Vacation periods and assignments shall be at the discretion of the Employer, with due regard for the convenience of the employee. Employees eligible for two (2) weeks vacation or more shall receive two (2) consecutive weeks of vacation as scheduled by the Company. The Employer shall post the vacation schedule thirty (30) days before the employee is scheduled to begin his vacation. An employee transferred to another store location shall have the option to take his vacation at the time originally scheduled.

(i) Commencing 1972, full-time employees employed in stores designated "summer locations" who have earned three (3) weeks vacation shall be eligible to receive two (2) weeks vacation during the summer vacation period. Full-time employees employed in stores designated "summer locations" who have earned less than three (3) weeks vacation shall be eligible to receive one (1) week's vacation during the summer vacation period. The summer vacation period shall begin with Memorial Day and conclude Labor Day weekend.

(j) All part-time employees in the employ of the Company six (6) months or more on January 1st and who have worked four hundred (400) hours between the prior period from January 1st to December 31st shall be entitled to pro-rata vacation commencing 1972.

Part-time pro-rata vacation eligibility shall be computed on the same length of service for-



mula as used for full-time employees in determining the number of weeks vacation. Any part-time employee who is laid off for a period up to ninety (90) days shall not lose his vacation rights.

The pro-rata vacation pay shall be computed on the basis of the total hours worked during the period from January 1st to December 31st and divided by the number of weeks worked during said period.

(k) Vacation due deceased employees shall be paid pro-rata to their estates.

## ARTICLE X

### Uniforms and Tools

The Employer agrees to furnish and supply all its employees, without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

Employees required to work outside in foul weather conditions shall be furnished with protective outer clothing when performing such work.

## ARTICLE XI

### Jury Duty

The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight time earnings, including regular shift premiums, if any, and the juror's fee paid to the employee. Where an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

The Employer will pay to the full-time employee the regular straight time weekly earnings, including regular shift premiums. The full-time employee will then return to the Company the fee paid to the employee for attendance as a juror.

## ARTICLE XII

### Funeral Leave

Full-time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of immediate family, except as the religious dictates of an employee may require a different three (3) day period, the employee's working day off not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, sister, brother, parent or spouse's parent. In the event of the death of a member of the employee's family other than the immediate family, the employee shall have one (1) day off without loss of pay to attend the funeral. 531

## ARTICLE XIII

### Seniority

(a) Seniority for full-time employees shall be continuous from the first day of hire within the bargaining unit. All new employees shall be on probation for a trial period of thirty (30) days, after which they shall be placed on the seniority roster and their seniority shall date from date of hire. 531

(b) Seniority for full-time employees shall be measured on the following two divisions of the Employer's Division:

1. Boroughs of Manhattan and the Bronx

(Local #174)

and

2. Westchester County and those portions of Putnam and Dutchess Counties covered by the Agreement (Local #489)

Layoffs and rehiring of such employees shall be based upon seniority. Permanent transfers and promotions within the Employer Division shall be based on fitness and ability with seniority a factor only when all other things are equal.

(c) Full-time employees with more than one (1) year's seniority is laid off, through no fault of their own, shall be given preference for available part-time employment before new part-time employees are hired. Such employees shall be paid the hourly rate equivalent to the full-time hourly rate of pay previously received. Rights under this Article shall continue for a period not exceeding one (1) year from the date of layoff.

(d) When a full-time employee is rehired within the one (1) year period of layoff as provided for in paragraph (c), his seniority rights shall be restored on the first of the month following his re-employment. During the period of layoff all fringe benefits shall be cancelled and the period of layoff shall not be counted as months of employment in relation to fringe benefit credits, or in relation to progression on the wage scale.

(e) When a part-time employee is rehired within ninety (90) days of layoff, his seniority rights shall be restored on the first day of the month following his re-employment, and if he qualifies as required he shall be granted vacation and welfare benefits.

(f) Any full-time employee who is laid off and fails to report for work when recalled

from layoff within seven (7) days (unless excused for a longer period by the Company's Employment Office) after the Company has deposited in the United States mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Company, shall terminate his seniority.

(g) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(h) The Employer agrees to give one (1) week's notice to the full-time employees and the Union prior to layoff because of lack of work and the full-time employees agree to promptly notify (within one (1) week) the Employer of his choice of accepting part-time work in lieu of layoff. 045/7

(i) On demotions of First Meat Men, the Union shall be notified one (1) week in advance of such demotions. Such demotions shall be subject to the grievance procedure.

(j) Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(k) The Union may elect or appoint one (1) Market Steward for each store from among the employees. They shall be at all times full-time employees and shall be the last to be laid off. The Employer shall be notified of the election or appointment of such Market Stewards. 037/

(l) There shall be no transfer of Market Stewards without prior discussion with the Union. In the event that the Union disagrees,

the issue shall be subject to the grievance procedure.

(m) In the event a full-time employee is permanently transferred to another store, the Union and the employee shall be notified in writing at least one (1) week in advance of said transfer. Any such transfer for a period in excess of two (2) weeks shall be considered a permanent transfer. When a full-time employee is transferred from one Division to another (whether or not it involves a transfer from the jurisdiction of one Local Union to another), he shall be credited in the new Division with the seniority accrued in the Company. The Employer will consider the request of full time employees for transfers within the respective bargaining unit of each Local. A temporary transfer of an employee in any given day to more than one (1) store shall be avoided except in case of extreme emergency. Such temporary transfers shall be successively made on the basis of classification (i.e., Journeyman Butchers, Apprentices, Wrappers), and Unit seniority in the store. Seniority shall not apply in cases involving temporary transfers to new or remodeled stores but employees subject to such transfers shall not again be transferred, except in order of seniority. The present assignment of an employee to another store on a regular relief basis shall not be considered a transfer.

(n) Separate seniority lists of full-time employees and part-time employees shall be made available to the respective Union.

(o) Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store Unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90)

consecutive calendar days from the day of layoff.

(p) Before new full-time employees are hired on the day shift, all full-time employees who have worked one (1) year or more on the night shift and request a transfer to the day shift will be granted said transfer if the following conditions shall be available. The Employer and the Union shall establish a list of full-time night workers who desire transfer to the day shift. The Employer and the Union shall develop a system for such transfer based upon length of service on the night shift.

1. Available work on day shift.
2. Suitable replacement for employees on night shift.
3. Employee's ability to perform work on day shift.

(q) The Company agrees that the total number of full-time employees on the Company payroll at the expiration of this Agreement, including those on leave in the Military Service, shall not be less than the number of employees on the Company payroll in each local union as of August 7, 1971.

(r) The Employer will furnish the Union weekly with a list of newly hired and terminated employees.

(s) A separate seniority list covering the classification of First Meat Man shall be prepared by the Employer and made available to the Union. On demotion, pursuant to section (i) above of a First Meat Man, he shall be returned to his former job as ice box man or journeyman, as the case may be, and slotted into the seniority list of full-time employees. Such employee shall be credited with service as First Meat Man in the computation of his seniority. In all other respects this Article

shall apply to First Meat Men as a separate classification.

Eld ✓  
(t) All full-time employees hired prior to August 7, 1971, shall not be laid off during the period of this Agreement, except in the event of a strike or strikes or of a national emergency affecting the operation of the stores. It is the intention of this provision to guarantee full-time employment to present full-time employees, but not to establish a guarantee against reclassification.

## ARTICLE XIV

### Grievance Procedure and Arbitration

(a) Any disputes, differences or grievances arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

U2/A  
The aggrieved employee, the Market Steward or the Union Representative, may present and discuss any grievances to the Manager. If not settled, the Union Representative may present the grievance to the Company Supervisor or person so designated by the Employer. All grievances submitted to the Personnel Manager, in writing, will be answered, in writing, to the Union within seven (7) days. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be submitted, at the request of either party, to arbitration under the Voluntary Arbitration Rules, then obtaining, of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding upon the parties. The parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The parties agree that the expenses of arbitration shall be borne equally between them.

(c) The arbitrator shall not have the power to arbitrate provisions of a new agreement or to arbitrate away in whole or in part any provisions of this Agreement, nor shall he have the power to add to, delete from, or modify the provisions of this Agreement.

(d) Any member of the bargaining unit who shall, at the discretion of the arbitrator be required to testify at, or attend any hearings or arbitration, mediation or settlement of any question of violations of this contract, shall not suffer any loss in wages by reason thereof.

(e) No dispute, difference or grievance shall be subject to arbitration unless the request for arbitration shall be made within sixty (60) days after the dispute, difference or grievance has been presented to the other party.

(f) No grievance involving a discharge or suspension shall be subject to arbitration unless a request for arbitration thereto shall be made within thirty (30) days after the employee has been discharged or suspended.

## ARTICLE XV

### Strikes and Lockouts

There shall be no cessation of work, no strikes, no picketing, or other interference with the operations of the Employer, or lockouts for any cause whatsoever during the life of this Agreement. No employee shall be disci-



plined or discharged for refusal to cross a legal picket line.


## ARTICLE XVI


### Discharge

The Employer retains the right to discharge or suspend any employee for just cause. The Employer shall notify the Union office prior to any employee being so suspended or discharged. The Union may, not later than five (5) days after such discharge or suspension, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

## ARTICLE XVII

### Welfare

(a) The Employer shall continue the existing Group Life Insurance Plan for full-time employees up to age 65. All full-time employees who retire after age 55 with at least fifteen (15) years' Company service shall receive a death benefit of Fifteen Hundred (\$1,500) Dollars. 

(b) The Employer will pay the premiums to provide for full-time employees' hospitalization by expanded Blue Cross, the new and improved out-patient benefits and higher pregnancy related in-patient benefits. The expanded Blue Cross coverage shall provide seventy (70) full days and one hundred eighty (180) half days of hospitalization, pursuant to the terms of the policy. The Employer will also provide medical and surgical benefits including Family Doctor Plan, anesthesia coverage and such additional benefits as provided by the expanded Group Health Insurance Plan, including rider 

"C". Should the Employer desire to provide equal or better coverage through self-insurance or otherwise, such proposed change will first be discussed with the Union subject to the grievance and arbitration procedure of the contract. The benefits provided under this paragraph shall be fully described in a booklet to be distributed to the employees.

(c) The Employer shall provide an improved Optical Plan for all full-time employees, the spouse of each such employee and the dependents of each such employee up to the age of nineteen (19) years, as described in the policy.

(d) The Employer shall provide an improved Dental Plan for full-time employees, for the spouse of each employee and the dependents of each such employee up to the age of nineteen (19) years as described in the "Group Dental Expense Benefits" policy.

The Company will provide a Major Medical Plan for full-time employees, for the spouse of each employee and the dependents of such employee up to the age of nineteen (19) years. The premium for the improved Optical Plan, the improved Dental Plan and Major Medical Plan shall be paid by the Company to the Health and Welfare Fund of the local Union.

(e) Sickness absence benefits shall be provided in accordance with the Employer's present practice.

(f) The benefits provided by sub-paragraphs (b), (c) and (d) will be provided for all full-time employees on the active payroll of the Employer on the first day of the month following the date of employment.

(g) All part-time employees who have ninety (90) days seniority on January 1, and July 1 of any year, and who have worked two hundred (200) hours within the prior ninety (90) days, shall be entitled to the hospitalization,

surgical and miscellaneous benefits as previously provided; provided however, they are not covered under any other plan providing for hospitalization benefits. Said benefits shall be expanded to include improved Optical Plan, One Thousand Dollars (\$1,000) life insurance, thirty-one (31) days for hospital room and board at the average of semi-private accommodations, unlimited miscellaneous coverage, One Hundred Dollars (\$100) maternity coverage, Five Hundred Dollars (\$500) surgical fee pursuant to the terms of the policy, and, Fifty Dollars (\$50) diagnostic fee out of hospital. The premium for the above benefits shall be paid by the Company to the Health and Welfare Fund of the local Union, which shall pay them to the appropriate insurer.

(h) The Company agrees to pay to the Welfare and Pension Plans of the respective local Union Two Dollars (\$2) per day of employment for part-time butchers.

(i) Part-time employees who have worked not less than thirty-two (32) hours each week and who have completed six (6) months of employment with the Employer shall be entitled to the same benefits under the following Articles as full-time employees:

ARTICLE VIII — Holidays

ARTICLE IX — Vacations

ARTICLE XI — Jury Duty

ARTICLE XII — Funeral Leave

ARTICLE XVII — Welfare

ARTICLE XVIII — Pensions

ARTICLE XIX — Leave of Absence

(a) Maternity Leave

(b) National Guard Service and Reserves

(c) Military Service

## ARTICLE XVIII

### Pensions

(a) Commencing October 1, 1971, the Employer agrees to contribute for each regular full-time employee covered by this Agreement, the sum of Fifty-two (\$52) Dollars per month to the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund (hereinafter referred to as the "Pension Fund"). Commencing with October 1, 1973 the Company will increase the contribution to Sixty-three (\$63) Dollars and Fifty (.50) cents per month. Contributions for employees who become regular full-time employees after August 8, 1971, shall be payable from the first of the month following thirty (30) days of full-time employment. The contributions provided for in this Article shall be for the purpose of providing retirement benefits for eligible employees in accordance with the Pension Plan of the Pension Fund as determined from time to time by the trustees of the Pension Fund.

(b) The Pension Fund must have and maintain Treasury Department approval as well as approval of other government agencies having jurisdiction thereof. The Employer will not be obligated to make contributions to the Pension Fund if such contributions are not deductible for income tax purposes.

(c) As of October 1, 1968, the employees covered by this Agreement will automatically cease to participate or become eligible to participate in the Employer's retirement plan then in effect. The Union, as the collective bargaining agent for each of the affected employees, agrees on behalf of each such employee, that as of October 1, 1968, each such employee shall be withdrawn from and shall have surrendered, released, and relinquished whatever rights, privileges and benefits he then had, if

any, in the Employer's retirement plan.

(d) The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Pension Fund and agrees to be bound by all terms and provisions of said Agreement, a copy of which accompanies this Agreement. The Employer, by the execution of this Collective Bargaining Agreement, approves and ratifies the appointment as its representatives of Employer Trustees heretofore made or hereafter made pursuant to the terms of the said Agreement and Declaration of Trust. The Employer hereby agrees to execute a Participation Agreement for the Pension Fund, a copy of which accompanies this Agreement and is made a part hereof.

## **ARTICLE XIX**

### **Leave of Absence**

(a) **Maternity Leave.** When an employee with one (1) year or more continuous full-time service leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period of six (6) months. This period of time shall be three (3) months prior to the birth of the child and three (3) months after the birth, and the doctor's note must be forthcoming before and after the leave of absence. During the leave of absence all fringe benefits, including the time worked for vacation credit, will be forfeited, with the exception of hospitalization, including Group Health Insurance Maternity Benefits, and the employee may pay the premium for hospitalization.

### **(b) National Guard Service and Reserves.**

(1) Any full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two weeks' leave of absence (subject to extension in exceptional cases) without pay, such leave

to be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

(2) Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

(3) All notices for any Military Leave of Absence must be submitted to writing to the Personnel Manager via the store manager.

(c) **Military Service.** When a full-time employee is called into service he shall be paid his normal vacation pay at the time of induction. Upon return he shall receive a vacation pro-rated according to the number of months worked in that calendar year. The rate of pay for a returned veteran shall be in accordance with the veteran's re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon return the employee will be granted all general increases. 3 2/1

(d) **Union Officers.** Employees hereafter elected or appointd to full-time Union office shall be granted a leave of absence without loss of seniority but without accumulating seniority during the period of the leave of absence. 9 1/2

## ARTICLE XX

### Bulletin Boards

The Union shall share existing store bulletin boards for the use of regular Union notices. 2 1/2

## ARTICLE XXI

### Union Visitation

A duly credited representative of the Union shall have the right to visit any of the Em-

ployer's stores covered hereunder any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with the Employer's business. Company to make available time for Union Representatives to visit night crews upon the Union's request.

## **ARTICLE XXII**

### **Legislation**

The parties agree that should the enactment of any Federal or State law, including but not limited to equal pay legislation and/or legislation pertaining to call-in pay, affect the terms or working conditions of employees herein, such terms or working conditions shall be applicable to this Agreement and this Agreement shall be amended in accordance therewith.

## **ARTICLE XXIII**

### **Termination**

This Agreement shall continue in full force and effect until the 10th day of August, 1974, and shall be automatically renewed from year to year thereafter, unless at least ninety (90) days prior to the 10th of August, 1974, or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to revise or to terminate the Agreement.

IN WITNESS WHEREOF the parties hereto  
have executed this Agreement this  
day of 1971.

THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY,  
INCORPORATED

By .....  
ROBERT McKEE

BUTCHERS, FOOD HANDLERS AND  
ALLIED WORKERS UNION OF  
GREATER N. Y. & N. J. LOCAL 174,  
and FOOD HANDLERS' LOCAL 489,  
affiliated with the AMALGAMATED  
MEAT CUTTERS AND BUTCHERS  
WORKMEN OF N. A., AFL-CIO

By.....  
ALBERT DePROSPO  
Secretary-Treasurer



## SCHEDULE "A"

### MEAT DEPARTMENT

1. All full-time Meat Department employees in the employ of the Company shall receive the following wage adjustments:

	Effective Dates		
	Aug. 8, 1971	Aug. 6, 1972	Aug. 5, 1973
First Meat Men .....	\$32.00	\$15.00	\$25.00
Journeyman Butchers and Apprentices ....	27.00	15.00	25.00
Special Clerks .....	22.00	12.00	16.00

Maximum Rate Effective	Journeyman and Apprentice	Special Clerks
8-8-71 .....	\$187.00	\$148.75
8-6-72 .....	202.00	160.75
8-5-73 .....	227.00	176.75

#### FIRST MEAT MEN — Minimum rate

8-8-71 .....	\$213.00
8-6-72 .....	228.00
8-5-73 .....	253.00

2. Hiring rates for full-time Journeyman Butchers shall be as follows:

August 8, 1971 .....	\$187.00
August 6, 1972 .....	202.00
August 5, 1973 .....	227.00

3. Hiring rates for part-time Journeyman Butchers shall be as follows:

August 8, 1971 .....	\$4.675 per hour
August 6, 1972 .....	5.05 per hour
August 5, 1973 .....	5.675 per hour

4. For full-time Apprentice Butchers and full-time Special Clerks hired after August 7, 1971, the following progression shall apply:

	Apprentice Butchers	Special Clerks
30 days from date of hire .....	\$100.00	\$ 90.00
6 months from date of hire .....	120.00	100.00
6 months after ....	130.00	110.00
6 months after ....	140.00	120.00
6 months after ....	160.00	135.00
6 months after ....	190.00	150.00
6 months after ....	227.00 Top	176.75 Top

No progression increase shall be less than the applicable amount set forth in the above schedule.

5. Any Journeyman Butcher assigned to ice box work for four (4) hours per day or more shall receive a premium of Two Dollars (\$2.00) per day.

6. The premium pay for full-time employees on night shift shall be Twenty Dollars (\$20.00) per week for the man in charge and Fifteen Dollars (\$15.00) per week for the other full-time employees.

7. All part-time employees in the employ of the Company shall receive the following hourly wage increases:

Effective 8-8-71 .....	\$0.50
Effective 8-6-72 .....	0.25
Effective 8-5-73 .....	0.25

The maximum hourly rates after the above effective dates shall be Three Dollars and twenty-one cents (\$3.21), Three Dollars and forty-six cents (\$3.46), and Three Dollars and seventy-one cents (\$3.71) respectively.

8. All part-time meat employees hired between August 4, 1968 and August 7, 1971, are to continue on their existing salary progressions until they reach the maximum provided there-

by. Commencing six (6) months thereafter, or, in the case of employees presently at the top of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below. These additional increments shall be in addition to the general increases provided by this Agreement but shall not exceed the maximums provided for herein.

Part-time Clerks	Difference	After 6 Mo.	After 6 Mo.	After 6 Mo.
\$2.20	\$0.51	\$0.17	\$0.17	\$0.17
2.35	0.36	0.12	0.12	0.12
2.45	0.26	0.09	0.09	0.08

9. For part-time employees hired after August 7, 1971, the following progression shall apply:

	Part-time Clerks (per hour)
30 days from date of hire .....	\$2.00
6 months from date of hire .....	2.10
6 months after .....	2.20
6 months after .....	2.30
6 months after .....	2.45
6 months after .....	2.60
6 months after .....	2.75

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no part-time employee hired after August 7, 1971 shall receive more than Two Dollars and seventy-five cents (\$2.75) an hour in addition to any general contract increase they may enjoy during the life of this Agreement.

10. Should a Journeyman Butcher relieve a First Meat Man for a week, he shall receive a premium of Ten Dollars (\$10.00) therefor.

11. Seafood Clerks shall be considered to be employees in the Meat Department and shall receive the Meat Department rates and progressions.

## SCHEDULE "A"

### GROCERY DEPARTMENT

1. All full-time Grocery Clerks and Special Clerks in the employ of the Company shall receive the following weekly wage increases:

Effective 8-8-71 .....	\$22.00
Effective 8-6-72 .....	12.00
Effective 8-5-73 .....	16.00

Maximum Rate Effective	Grocery Clerks	Special Clerks
8-8-71 .....	\$162.00	\$148.75
8-6-72 .....	174.00	160.75
8-5-73 .....	190.00	176.75

2. All full-time grocery employees hired between August 4, 1968 and August 7, 1971 are to continue their existing salary progression until they reach the maximum provided thereby. Commencing six (6) months thereafter, or, in the case of employees presently at the top of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below. These additional increments shall be in addition to the general increases provided by this Agreement but shall not exceed the maximums provided for herein.

Grocery Clerks	Difference	After 6 Mo.	After 6 Mo.	After 6 Mo.
\$114.50	\$25.50	\$8.50	\$8.50	\$8.50
120.50	19.50	6.50	6.50	6.50
125.50	14.50	5.00	5.00	4.50

Special Clerks	Difference	After 6 Mo.	After 6 Mo.	After 6 Mo.
\$101.25	\$25.50	\$8.50	\$8.50	\$8.50
107.25	19.50	6.50	6.50	6.50
112.25	14.50	5.00	5.00	4.50

3. For full-time clerks hired after August 7, 1971, the following progressions shall apply:

	Grocery Clerks	Special Clerks
30 days from date of hire ....	\$ 95.00	\$ 90.00
6 months from date of hire ....	101.00	95.00
6 months after .....	107.00	100.00
6 months after .....	113.00	105.00
6 months after .....	119.00	110.00
6 months after .....	125.00	115.00
6 months after .....	135.00	122.00

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no full-time clerks hired after August, 7, 1971 shall receive more than One Hundred Thirty-Five Dollars (\$135.00) a week (for Grocery Clerks) and One Hundred Twenty-Two Dollars (\$122.00) a week (for Special Clerks) in addition to any general contract increases they may enjoy during the life of this Agreement.

4. All part-time employees in the employ of the Company shall receive the following hourly wage increases:

Effective 8-8-71 .....	\$0.50
Effective 8-6-72 .....	0.25
Effective 8-5-73 .....	0.25

The maximum hourly rates after the above effective dates shall be Three Dollars and twenty-one cents (\$3.21), Three Dollars and forty-six cents (\$3.46) and Three Dollars and seventy-one cents (\$3.71), respectively.

5. All part-time grocery employees hired between August 4, 1968 and August 7, 1971 are to continue their existing salary progressions until they reach the maximum provided thereby. Commencing six (6) months thereafter, or, in the case of employees presently at the top

of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below. These additional increments shall be in addition to the general increases provided by this Agreement but shall not exceed the maximums provided for herein.

Part-time Clerks	Difference	After 6 Mo.	After 6 Mo.	After 6 Mo.
\$2.20	\$0.51	\$0.17	\$0.17	\$0.17
2.35	0.36	0.12	0.12	0.12
2.45	0.26	0.09	0.09	0.08

6. For part-time employees hired after August 7, 1971 the following progression shall apply:

	Part-time Clerks (per hour)
30 days from date of hire .....	\$2.00
6 months from date of hire .....	2.10
6 months after .....	2.20
6 months after .....	2.30
6 months after .....	2.45
6 months after .....	2.60
6 months after .....	2.75

Part-time Head Cashiers shall receive an hourly premium, Eighteen and one-half cents (\$0.1850) effective August 8, 1971, and Twenty-five cents (\$0.25) effective August 6, 1972.

No progression increase shall be less than the applicable amount set forth in the above schedule. The parties agree, however, that no part-time employee hired after August 7, 1971 shall receive more than Two Dollars and seventy-five cents (\$2.75) an hour in addition to any general contract increase they may enjoy during the life of this Agreement.

7. The premium pay for full-time employees on night shift shall be Twenty Dollars (\$20.00) per week for the man in charge, Fifteen Dollars

(\$15.00) per week for the other full-time employees.

8. The premium pay for part-time employees on night shift shall be Twenty-five cents (\$0.25) per hour.

9. The premium pay for employees on afternoon shift shall be Ten Dollars (\$10.00) per week for the man in charge and Five Dollars (\$5.00) per week for all other full-time employees. 31/30

10. Produce Department Heads in supermarkets shall receive a weekly premium of Twelve Dollars and fifty cents (\$12.50) effective August 8, 1971 and Fifteen Dollars (\$15.00) effective August 6, 1972.

Dairy Department Heads in supermarkets shall receive a weekly premium of Seven Dollars and fifty cents (\$7.50) effective August 8, 1971 and Ten Dollars (\$10.00) effective August 6, 1972.

Delicatessen Department Heads in supermarkets shall receive a weekly premium of Seven Dollars and fifty cents (\$7.50) effective August 8, 1971 and Ten Dollars (\$10.00) effective August 6, 1972.

11. Delicatessen Clerks shall be considered to be employed in the Grocery Department and shall receive the Grocery Department rates and progressions.

12. Department Head Relief Premium in Supermarkets:

Produce .....	\$10.00 per week
Dairy .....	5.00 per week
Delicatessen .....	5.00 per week

## APPENDIX "A"

August 8, 1971

TO: Local 342, 174, 464 and 489 of  
Amalgamated Meat Cutters and  
Butcher Workmen of North America

Gentlemen:

This letter will confirm the Company's Agreement that present employees on the payroll August 3, 1968 shall be eligible for two or two and one-half hours of overtime work per week and shall, if they desire, receive such overtime during the period of this contract which expires August 10, 1974. Such two or two and one-half hours of overtime shall be provided in one shift, from Monday through Friday of each week, except when a full-time employee works an eight (8) hour holiday in the holiday week, the Company shall not be obligated for the two or two and one-half hour guaranteed overtime; however, on the four (4) hour holiday, the employee is to receive the regular two or two and one-half hour guarantee in addition.

Very truly yours,

THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY, INC.

By.....

ROBERT McKEE



## APPENDIX "B"

It is hereby agreed that Section 6 of the Stipulation covering First Meat Men executed January 24, 1963, shall remain in full force and effect from August 8, 1971 until August 10, 1974.

THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY,  
INCORPORATED

By .....

ROBERT McKEE

BUTCHERS, FOOD HANDLERS AND  
ALLIED WORKERS UNION OF  
GREATER N. Y. & N. J. LOCAL 174,  
and FOOD HANDLERS' LOCAL 489,  
affiliated with the AMALGAMATED  
MEAT CUTTERS AND BUTCHERS  
WORKMEN OF N. A., AFL-CIO

By.....

ALBERT DePROSPO  
Secretary-Treasurer

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